

ALLEN COUNTY WATER DISTRICT
CONTRACT FOR WATER SERVICE

HOME/MSG # _____
CELL # _____
DL # _____
DL # _____
PRIOR NAMES USED: _____

OWNER _____
PERSONAL RESIDENCE _____
RENTAL _____
FARM _____
ACCOUNT # _____

MAIL TO: _____

THIS CONTRACT made and entered into this _____ DAY of _____ 20_____.
BETWEEN _____ Whose address is: _____
_____ party of the FIRST PART, and ALLEN COUNTY WATER DISTRICT, KENTUCKY, part of
the SECOND PART: (Municipality, Water District, or Association)

WITNESSETH THAT for and in consideration of the effort of the party of the SECOND PART, to ensure financing of
the construction of this project, and in consideration of the other users signing similar contracts, the party or
parties of the FIRST PART hereby agree to connect to the Waterworks System.

The party of the FIRST PART hereby agrees to connect to the proposed Waterworks Systems of the Party of the
SECOND Part. The tap on fee of the proposed system is \$ _____ an advance deposit of
\$ _____ is required at time of signing contract. The party of the FIRST PART will pay on
demand \$ _____.

The Monthly Water Rates will be reasonable and approved by the Public Service Commission.

It is understood and agreed that the party of the Second part reserves the right to determine the size of service
connection to be used to supply water to the party of the FIRST PART. A ¾" x 5/8 meter will be used unless the
party of the FIRST PART contracts for a larger meter. **A separate meter must be installed for each residence.**

A separate contract will be required for trailer parks.

It is understood and agreed that at such time as the System is constructed, the party of the FIRST PART agrees
to connect to said system, but in the event the party of the FIRST PART refuses to connect he will pay the minimum
monthly water bill prescribed by the organization when due. The party of the FIRST PART, failing to connect, shall
be liable for this connection fee and if, thereafter, party of the FIRST PART desires to connect to said system, the
party of the FIRST PART shall be obliged to pay again the full connection charge as then stipulated by the party of
the SECOND PART and any and all amounts previously billed. The FIRST PART agrees to pay for the water
purchased hereunder IF the systems is constructed, but the property is not reached by the organizations
line, any payment, less initial deposit, shall be full refunded.

KENTUCKY
PUBLIC SERVICE COMMISSION
Taina R. Matthews
EXECUTIVE DIRECTOR

Taina R. Matthews

EFFECTIVE
3/15/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

The FIRST PART's rights hereunder are subject to such further rules and regulations as the party of the SECOND PART may prescribe. The organization may terminate service to any customer failing to pay a water bill when thirty (30) days past due or for violating the organization regulations.

DEPOSITS TO INSURE PAYMENTS OF MONTHLY WATER BILLS AND PENALTIES ON DELINQUENT WATER

ACCOUNTS SHALL BE AS THE PARTY OF THE SECOND PART MAY HEREAFTER PRESCRIBE.

The party of the FIRST PART agrees to permit the organization to lay, maintain, repair, remove and disconnect a service line and meter, and read meters at a point on customer's property to be designated by the organization for each signed connection with right of ingress and egress for the purposes of over customer's property, and to grant an easement for installation of water lines where required. Prior to connecting to water source of the Allen County Water District or any time thereafter.

The party of the FIRST PART agrees to install and maintain at his own expense a service line which shall begin at the water main and extend to the dwelling or place of business and other portions of his premises.

The failure of the party of the FIRST PART to pay water charges duly imposed, shall result in the automatic imposition of the following:

- A. Non-payment by the due date will be subject to a penalty of ten percent of the delinquent account.
- B. Non-payment within thirty days from the due date will result in the water being shut off from the party of the FIRST PART's property.
- C. In the event that it becomes necessary for the party of the SECOND PART to shut off the water, a fee of \$_____ will be charged for reconnection of the service. The party of the FIRST PART will also be required to pay all delinquent accounts.
- D. **Return Check Charge:** Will be assessed to any customer whose personal check, ACH Bank Draft or any other form of payment is returned due to insufficient funds or other reason for which the customer is responsible. Any customer who presents during any 12-month period two personal checks or ACH (Automatic Clearing House) Bank Draft or any other form of payment that are subsequently returned for insufficient funds or other reason for which the customer is responsible must make payment in the form of cash, money order or cashier's check for the 12 months following the presentment of the second returned check, ACH Bank Draft, or any form of payment. During this 12-month period, the utility will refuse to accept from such customer any payment made in the form of personal check or ACH Bank Draft. In the event that a customer's payment is refused for the reasons stated above, the utility will consider the bill as unpaid and will exercise its right to disconnect service for nonpayment of bills.

ALLEN COUNTY WATER DISTRICT

(A BODY CORPORATE)

Signature: _____

Date: _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews
EXECUTIVE DIRECTOR**

Talina R. Mathews

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